

LEASE  
BETWEEN  
F.D.R. SROUR PARTNERSHIP, FARID SROUR, MARGARET LEILA SROUR, a/k/a MARGARET  
LEILA WATT, JAMES W. SROUR, DAVID G. SROUR, ROBERT E. SROUR

AND

MONTGOMERY COUNTY, MARYLAND

DATED: October 26, 2007

1. Premises
2. Term
3. Rent
4. Utilities
5. Maintenance of Premises
6. Triple Net Charges
7. Use
8. No Assignment
9. Design and Construction
10. County's Property Damage and Liability Insurance
11. Landlord's Property Damage and Liability Insurance
12. Good Order and Repair
13. Furniture, Fixtures and Equipment
14. Signs
15. Sidewalks
16. Landlord's Access
17. Glass Pane Replacement
18. Default
19. Eminent Domain
20. Damage to Premises
21. Subordination
22. Estoppel Certificates
23. Surrender and Holding Over
24. Landlord Not A Partner
25. Fire Extinguishers
26. Landlord's Title and Covenant of Quiet Enjoyment
27. Force Majeure
28. General Provisions
29. Non Discrimination
30. Ethics Requirements
31. Non Appropriation
32. Waiver of Jury Trial
33. Mailing Notices
34. Environmental

Lease Exhibit "A": Schematic Plans of the Premises

Lease Exhibit "B": Preliminary Floor Plans MCFRS

Lease Exhibit "C": Preliminary Floor Plans DLC

Lease Exhibit "D": Design and Construction Management

Lease Exhibit "E": Approved Architectural Plans

Lease Exhibit "F": Subordination, Attornment and Non-Disturbance  
Agreement Form

Lease Exhibit "G": Estoppel Certificate (Form)

## LEASE

This **LEASE** ("Lease") dated this October 26, 2007, by and between **F.D.R. SROUR PARTNERSHIP, FARID SROUR, MARGARET LEILA SROUR, a/k/a MARGARET LEILA WATT, JAMES W. SROUR, DAVID G. SROUR and ROBERT E. SROUR** hereinafter, together with its successors and assigns, called the "Landlord" or ("the Landlord") and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter, together with its successors and assigns called "County" or "the County"), (together, Landlord and the County are called the "Parties").

### WITNESSETH:

That for and in consideration of the rents hereinafter reserved and the agreements and covenants herein contained, the Parties mutually agree as follows:

1. **PREMISES:** Landlord is the owner of certain real property at 14935 Southlawn Lane, Rockville, MD 20850, which is located in Montgomery County, Maryland and legally described in a deed dated December 20, 1988 and recorded in the land records of Montgomery County Maryland in Liber 8621, at folio 609, and more particularly described as Lot 26 Block B, Burgundy Park Subdivision on Plat 22856 filed May 6, 2004 in the Land Records of Montgomery County Maryland (the "Property"). Portions of the Property were described as being conveyed in two separate "Deeds of Exchange", one Deed of Exchange dated August 27, 2004 recorded in the Land Records of Montgomery County Maryland in Liber 28199 at Folio 408, and the second Deed of Exchange dated October 18, 2004 and recorded in the Land Records of Montgomery County, Maryland in Liber 2854 at Folio 423. The Landlord does hereby lease unto the County and the County hereby leases from Landlord the entire Property as "Leased Premises". The Leased Premises is improved by two warehouse buildings, which are designated as 14935A containing 38,000 gross square feet, and 14935B containing 80,249 gross square feet as shown

on Exhibit "A", Schematic Plans of the Leased Premises totaling 118,249 gross square feet of building space together with all parking areas, driveways, sidewalks and other improvements that are located on the Leased Premises. Exhibit "A" is attached to the Lease and incorporated as if fully set forth in the body of this Lease.

2. TERM: The Lease term is five (5) years plus fifteen (15) days. The "Starting Date" is August 15, 2007 and the "Ending Date" is August 31, 2012. The County may extend the Term only in accordance with the provisions stated herein.

2.A. The County may extend the Term one time only for one five (5) year extension of the Term (Extension). If the conditions in Sections 2.B. – 2.E. below are not met, then the County's option to extend shall be automatically void.

2.B. If (a) the County is not in default, (b) the Lease is in force, (c) the Lease has not been assigned and the Premises has not been sublet, and (d) at least THREE months but not more than SIX months before the end of the initial Term, the County gives Landlord notice that the County will extend, then the Term shall be extended. TIME IS OF THE ESSENCE FOR THE COUNTY'S NOTICE TO LANDLORD.

2.C. The base rent for the lease year # 6 shall be \$1,627,620.00.

2.D. By the same method as the Initial Term Base Rent Schedule, the Base Rent for each or the subsequent Extension Term Lease Years #7-10, after Lease Year #6 shall be increased by 3% of the Base Rent of the previous Lease Year.

2.E. Unless noted otherwise, all other Lease terms and conditions, including but not limited to the payment of Additional Rent, shall remain the same during the Extension Term. For the Extension, the County shall accept the Premises "AS-IS" and there shall be no Landlord's Work for the Extension. If, at the start of any Extension Term, the customary insurance coverage for this type of lease and the County



as increased, then the County will increase its coverage. At any time during after the sixth (6th) year, The County may elect to terminate this Lease by giving the Landlord one (1) year of notice.

### 3. RENT:

3. A. The County shall pay to Landlord all rent in United States currency, without any deduction, set-off, notice, demand, and unless stated otherwise, billing. The County shall pay all Base Rent Installments in advance by the first day of each calendar month. Because the "Starting date" begins on August 15, 2007, the rent due for the month of August will be prorated by 50% and that amount, \$58,500.00 will be due on August 15, 2007. All rent shall be paid to:

**F.S. Peoples Realty Co. 14672-O Southlawn Lane, Rockville MD 20850**

or any other address or party as Landlord may direct in writing.

3.B. Initial Base Rent Schedule: The annual base rent (the "Rent") during the first year of the term is calculated based on an annual rental rate of \$12.00 per square foot (psf) based on the existing net building area of 117,000 sf. Starting on September 1, 2008, and at each subsequent September 1 during the term of the lease, the base rent will increase 3% over the previous year subject to annual appropriation by the Montgomery County Council, as provided below, County will pay Rent (exclusive of paragraph 3.C. Additional Rent) in "Monthly Base Rent Installments" according to the following Initial Base Rent Schedule. All columns and rows are for convenience only and do not reflect any division of the Term or Premises.

<u>Initial Base Rent Schedule</u>				
Period	Period Starting Date	No. of Months	Monthly Base Rent Installment (\$)	Annual Base Rent (\$)
Lease Year #1	09/01/07	12	117,000	1,404,000
Lease Year #2	09/01/08	12	120,510	1,446,120
Lease Year #3	09/01/09	12	124,125	1,489,504
Lease Year #4	09/01/10	12	127,849	1,534,189
Lease Year #5	09/01/11	12	131,685	1,580,215
Total Base Rent Only				7,454,028



3.C. Additional Rent: All money due Landlord under the requirements of this Lease, other than Base Rent, is "Additional Rent." Unless stated otherwise, the County shall pay Additional Rent within 10 business days of receipt and acceptance of invoice. Landlord's remedies for the non-payment of Additional Rent are the same as for Base Rent.

3.D. Survival: Regardless of the Ending Date or earlier end of the Term (collectively, "Term End"), the County shall promptly and fully perform all its Lease obligations.

3.E Deposit: The County shall NOT pay a deposit.

4. UTILITIES: The County shall pay directly to the provider for all its utilities, services, recycling services and associated equipment, including but not limited to, electricity, gas, telephone, trash removal, recycling services and dumpster, water and sewer. All utilities are separately metered. The County shall transfer all accounts to itself on the County's possession of the Premises, which shall be upon County's receipt of keys to the Premises and a signed letter of acceptance of the Premises by the County. In no event shall Landlord be liable for any interruption or failure in supply of utilities to the Premises, unless Landlord's specific actions or omissions prevents the County from receiving the utilities.

5. MAINTENANCE OF PREMISES:

5.A. Landlord's Warranty: Landlord warrants that all capital improvements on the Premises are sound and free of defect and are built to meet or exceed all stated specifications. Should any of these items fail, within a reasonable time after notification of failure, Landlord shall make all necessary repairs or replacements to those structural components. They specifically include: (1) all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains; (2) all exterior masonry walls, interior columns, roof, interior concrete slabs, and all foundations; (3) all underground utility services inside and outside the Premises; and (4) all site improvements, including the exterior walkway cover, paving, sidewalks, curbs, gutters and storm water drainage systems, parking lot lights, and retaining walls.

5.B. County's Replacements: The County shall promptly perform all maintenance, repairs, and replacements to the County's Replacement items, which include but are not limited to (1) storefronts, including but not limited to metal frames, glass, and sealants; (2) all doors, including but not limited to doors, door frames, door hardware, door closers, door weather stripping, and glass; (3) all finishes and interior improvements, including but not limited to partitions, doors, paint, floor coverings, ceiling tiles and ceiling grids; (4) all utilities inside the Premises, from the point where the services pass through, under, or above the exterior walls of the Premises; (5) all plumbing, sprinkler, and electrical systems and equipment within the interior of the Premises. The County shall make the County's Replacements in a good and workman like manner and with materials as good as or better than the existing.

5.C. HVAC Maintenance: The County shall maintain all HVAC systems by a service contract with a licensed HVAC contractor. This contract shall provide for at least quarterly filter replacement, cleaning and inspection by qualified service technicians. If the County fails to maintain this service contract and any component of the HVAC system fails before the end of its reasonably expected useful life, then the County shall be responsible for total replacement. The County shall maintain a minimum temperature of 45 degrees F in all building on the Property to prevent freezing of the plumbing and sprinkler systems.

5.D. Maintenance: Because the County has exclusive use of and access to the Leased Premises, it will be the County's responsibility to maintain those areas at their expense. These maintenance items include, but are not limited to: i) drive aisle and parking area maintenance, ii) sprinkler system maintenance, iii) snow and ice removal , iv) landscape maintenance and exterior lighting maintenance, electrical distribution panel and associated equipment serving exterior lighting.

5.E. Damage: Notwithstanding anything in this Lease to the contrary, the County shall perform all maintenance, repair, or replacement of any improvements, including those mentioned in Article 5A., caused by (a) the County's negligence, abuse, misuse, or neglect or (b) the moving of anything in or out of the Premises.

6. TRIPLE NET CHARGES: This Lease is what is commonly called a Triple Net (NNN) lease, it being understood that Landlord shall receive all Rent as provided in section 3 and in addition, the County shall pay to the Landlord the costs incurred by the Landlord for owning and maintaining the Premises, classified and described below as 6B. Real Estate taxes, and 6C. Insurance costs, during the term of the Lease, during any extensions, hold over periods or any other periods of occupancy. All of these costs, collectively referred to as NNN charges, once billed to the County, shall constitute Rent, and upon the failure of the County to pay any such charges, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of the County to pay Rent:

6.A. Payment: During each month of the Initial Term and any Extension Term(s) or other periods of occupancy, on the same date that Base Rent is due, the County shall pay to the Landlord an amount equal to 1/12 of the annual costs, as estimated by Landlord from time to time of the NNN charges.

6.B. Real Estate Taxes: Real Estate taxes are defined as all assessments for betterments and improvements that are levied or assessed by any lawful authority on the Premises ("Real Estate Taxes"). Landlord shall pay all Real Estate Taxes that are levied or assessed by any lawful authority on the Premises prior to the date same become overdue. Landlord shall take the maximum benefit of any law allowing Real Estate Taxes to be paid in installments, and in such event only the amount actually paid by Landlord during the applicable tax year shall be included in Real Estate Taxes for purposes of this Article. Landlord agrees to pay all Real Estate Taxes prior to the last date that the same may be paid without penalty or interest, or if a discount shall be available for early payment, prior to the last day that such discount is available. Without cost to the County, Landlord shall bear all interest, penalties, late charges and lost discount amounts incurred as a result of Landlord's failure to timely pay any installment of Real Estate Taxes. The Real Estate Taxes for any tax year shall mean such amounts as shall be finally determined to be the Real Estate Taxes payable during such tax year less any abatements, refunds or rebates made. The Parties shall make appropriate adjustments to previous amounts received by Landlord



from the County on account of any abatements, refunds, rebates, or increases in Real Estate Taxes, immediately following the determination of the amount of such abatements, refunds, rebates, or increases. Prior to the Commencement Date, Landlord shall pay all Real Estate Taxes before they become overdue.

Real Estate Taxes to the County shall not include the following: (i) income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions; (ii) any taxes or any assessment for special improvements to the Land or the Building, including but not limited to the widening of exterior roads, the installation of or hook up to sewer lines, sanitary and storm drainage systems and other utility lines and installations, provided that such assessment is made prior to the date hereof and does not benefit the County; (iii) taxes, gross receipts or revenues of Landlord from the Premises or other portions of the Building, or (iv) impact fees.

6.C. Insurance Costs: Costs for maintaining a commercial/general liability insurance policy which may include all-risk casualty and hazard insurance with replacement cost endorsement, limited to the required coverage stated in Article 10. of this Lease.

6.D. Reimbursement: If the operation of any of the foregoing provisions results in the County's payment of the NNN expenses beyond the Term of this Lease, Landlord, within thirty (30) days following the expiration of the Term of this Lease, shall reimburse the County any such amount, less amounts then due Landlord from the County.

6.E. Documentation: Landlord will provide an annual accounting for all NNN charges billed to the County, and the County shall be compensated, for over payments made to Landlord, or compensate Landlord for underpayments for estimated billing for the prior year.

6.F. Substitute Tax: In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction over the Premises (a) imposes a tax and/or assessment of any kind or nature upon, against or with respect to the rents payable by the County in the Building to Landlord derived from the Building or with respect to the Landlord's (or lessor's) ownership of the land and improvements comprising the Building, either by way of substitution for all or

any part of the taxes and assessments levied or assessed against such land and such improvements, or in addition thereto; and/or (b) imposes a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in or around the Building, such tax, assessment and/or surcharge shall be deemed to constitute real estate taxes for the purpose of this Paragraph 8 and the County shall be obligated to pay its proportionate share. Landlord must notify the County in writing of the additional charge not less than 60 days prior to instituting the charge to allow the County time to process the charge.

#### 7. USE:

7.A. Premises: The County will use the Leased Premises as a general warehouse, offices and equipment maintenance associated with any Montgomery County services. The County shall have the right to occupy and use the Premises twenty-four (24) hours a day, seven (7) days a week for any lawful use.

7.B. Exclusive Use: The County has exclusive use of the entire property including all parking areas, service roads, loading facilities, sidewalks, and other facilities and may restrict entry or use thereon.

7.C. Trash: The County shall (a) keep the Premises clean, (b) store trash in appropriate containers, (c) hire trash removal and recycling contractors, and (d) promptly clean the Premises of any debris and trash related to the County's use and occupancy of the Property.

7.D. Improvements: The Parties agree that this Lease is for the existing warehouse shell. The County intends to occupy the shell at the starting date of this Lease. The Parties agree that, during the term of the Lease, the Landlord will contract tenant improvements for two Montgomery County Agencies, one for Montgomery County Fire and Rescue Services (MCFRS) and one for Montgomery County Department of Liquor Control (DLC). Preliminary Floor Plans showing the planned improvements for MCFRS and DLC are attached as Exhibit B and Exhibit C, respectively, and are attached hereto and incorporated as if fully set forth in the body of Lease.

8. NO ASSIGNMENT: The County shall not transfer, assign, mortgage, encumber, or sublet the Leased Premises or this Lease. Use of the Premises or the Lease by any County agency department or office does not constitute a transfer, assignment, mortgage, encumbrance or sublease of the Premises or the Lease.

9. DESIGN AND CONSTRUCTION:

9.A. The Parties agree that Landlord shall construct and fit out the Leased Premises according to a mutually agreed upon architectural plan prepared by the firm of SAA Architects of Laurel Maryland (the "Tenant Improvements"). The preliminary architectural plans ("Preliminary Architectural Plans") have been submitted to the County for its review and are attached as Exhibit B and Exhibit C. The approved architectural plans ("Approved Architectural Plans"), with change orders, will later be substituted for the Preliminary Architectural Plans and are attached to this Lease as Exhibit E and incorporated herein. The tenant Improvements shall be constructed by the firm of Nardi Construction Inc. of Beltsville Maryland, in accordance with the design and construction management criteria attached and incorporated as if fully set forth herein to this lease as Exhibit "D", "Design Schedule and Construction Management".

9.B. The Landlord shall make a contribution towards the design and construction for tenant improvements in the amount of \$526,500.00 (Five Hundred Twenty Six Thousand Five Hundred Dollars) which equates to \$4.50 (Four Dollars and Fifty cents) per square foot of rentable area. The rentable area for tenant improvements in Exhibit B and Exhibit C is 117,000 square feet. This contribution will be issued as a credit in equal amounts during the monthly billing cycle for tenant improvements. The remaining cost for tenant improvements shall aid in accordance with Exhibit "D".

10. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE

10.A. The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance with bodily injury limits of \$200,000 (two hundred thousand dollars) for injury (or death) to one person, \$500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of \$200,000.00 (two hundred thousand dollars). These are the



maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, Cts. & Jud. Proce. Sec. 5-301 et seq. (2006 Repl. Vol) as amended (the "LGTCA"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease. The County reserves the right to self insure.

10.B. The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for the Premises or any part thereof, then the County shall pay the additional premiums as they become due.

10.C. The County agrees to hold harmless and defend the Landlord from and against any and all damages arising solely out of the County's use of the Premises which are caused by any negligent act or omission of the County, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Landlord, the Landlord's employees, and contractors. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, defined below, as amended from time to time.

The Landlord agrees to hold harmless and defend the County from and against any and all damages arising solely out of the activities on the Premises which are caused by any negligent act or omission of the Landlord or its employees, except to the extent that claims arise from the negligent acts or omissions of the County, or the County's employees.

10.D. Notwithstanding anything in this Lease to the contrary, the County further agrees that all personal property in the Premises shall be and remain at the County's sole risk, and the Landlord shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the wrongful acts or omission of the Landlord, Landlord's agents, contractors or employees.

10.E. Not later than thirty (30) days following execution of this Lease, the County will deliver to the Landlord a certificate of insurance for the coverage specified, above.

10.F. Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., and Cts. & Jud. Proc. §§ 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, §1A (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-504 (2006 Repl. Vol.); and Md. Code Ann. Cts & Jud. Proc. § 5-604 (2006 Repl. Vol.) (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

#### 11. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

11.A. The Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of three million dollars (\$3,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

11.B. The Landlord shall provide an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the property. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage and name the County as a loss payee.

11.C. The Landlord shall provide a certificate of insurance evidencing the coverage described above not later than within thirty (30) days following the execution of this Lease..

11.D. The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and /or damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or

use by the Landlord of the Premises or any part thereof including exterior areas, to the extent caused by any wrongful act or omission of the Landlord, its agents, contractors, or employees, excepting claims arising out of the negligent acts or omissions of the County or the County's employees. The Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Landlord's violation of any law or ordinance.

12. GOOD ORDER AND REPAIR: The County covenants and agrees to maintain the Premises in good order and condition, and surrender the same at the expiration or other termination of this Lease in good order and condition, usual wear and tear and damage by fire, storm, public enemies and any other Casualty, excepted. Casualty means all accident resulting from an unknown cause and occurring unexpectedly, suddenly, without being foreseen and without design, and may be due to natural physical forces of the intervention of human agency. A casualty may result in property damage, but not in personal injury.

13. FURNITURE, FIXTURES AND EQUIPMENT: The County may install in or on the Premises any furniture, fixtures, and equipment necessary in the conduct of the County's business, and the same shall remain the property of the County. The County shall remove all such furniture, fixtures and equipment at the expiration of this Lease. In the event any damage is done to the Premises in the installation or removal of said furniture and trade fixtures, the County will immediately make such repairs as are necessary to restore said Premises to their original condition, or promptly reimburse the Landlord for the cost of such repairs.

14. SIGNS: The County shall place no signs, awnings or curtains on any part of the exterior of the Premises, nor paint any brick or stone work, cornice work, mill work or iron work on the front of the Premises without the written consent of Landlord or his Agent first had and obtained, which consent shall not be unreasonably withheld, conditioned, or denied. In no event may Landlord refuse to let the County display the County seal or require the County to alter the County seal



15. SIDEWALKS: The County shall keep the sidewalks immediately abutting the Premises, including the sidewalk along Southlawn Lane properly swept and free from trash, snow and ice.

16. LANDLORD'S ACCESS. Landlord shall have the right at all reasonable times, after contacting the County, to enter upon the Leased Premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord shall have the further right during the last four (4) months of the Lease Term to bring prospective tenants into the Premises for the purpose of showing same. Landlord must not interfere with or disrupt the County's use of the Property.

17. GLASS PANE REPLACEMENT: The County, at the County's sole cost and expense, agrees to promptly replace any window or door glass pane that is broken, chipped or cracked, not as a result of structural failure or Landlord's negligence. Should the County fail to effect a replacement within a reasonable period of time, the Landlord may perform this work and the County shall reimburse Landlord for the cost thereof, as additional rent.

18. DEFAULT:

18.A. By County: Any one of the following events shall constitute an event of default by the County under this Lease: (i) if the County fails to pay any Rent (or any installment thereof or additional rent) within ten (10) days after the same shall be due and payable and again fails to pay within 10 days after the County receives Landlord's written notice of the failure to pay. (ii) if the County shall breach or substantially fail in the observance or performance of any of the material terms, conditions or covenants of the Lease to be observed or performed by the County, other than those involving the payment of Rent and such breach or failure is not cured within thirty (30) days (or such period as may reasonably be required to correct the default with the exercise of due diligence) after the County's receipt of written notice. The County's exercise of its option to terminate under paragraph 34 must not be constructed to constitute a "failure to pay rent".

18.B. County's Right to Cure: Upon the occurrence of any event of Default described in this section, Landlord shall have all rights and remedies provided in this Section, in addition to all rights and

remedies available under this Lease and the laws of the State of Maryland, except that Landlord shall have no right to terminate or take other action against the County based on the Default if the County cures the Default before such action is taken.

18.C. Landlord's Remedies: In the event of default by the County under this Lease, then Landlord may, by successive suits, recover the rent due hereunder or, at its option, may re-rent from time to time said premises for the account of the County, and such re-renting may be for a term or terms equal to, less, or greater than the remaining term hereunder, provided the County shall not be liable for any deficiency in rent for any part of the term of such re-renting beyond the term of this Lease, and Landlord shall be entitled to collect the rent accruing under such re-renting and to apply the same first to all reasonable costs and expenses, including commissions and attorney's fees incurred in connection with such re-renting and collection of rentals, and apply the balance of the deficiency in accrued rent under this Lease, and by successive suits recover any remaining deficiency from the County. All remedies granted in this Section or otherwise provided by law shall be cumulative and, unless inconsistent, may be exercised separately or concurrently, or successively. Landlord shall make commercially reasonable efforts to re-lease the Premises and mitigate Landlord's damages.

18.D. By Landlord: If Landlord or Landlord's assigns shall fail or neglect to keep and perform each and every one of Landlord's covenants, conditions, and agreements as contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County specifying the default, then the County, at the County's option, may pursue any equitable and legal remedies available to the County.

18.E. No Waiver: In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby the County shall be permitted to retain possession of the Premises, then such proceedings shall

not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof of this Lease.

19. EMINENT DOMAIN: If the whole or a substantial part of the Leased Premises (25% or more) of shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Lease Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than a substantial part of the Leased Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking) rent and the County's proportionate share shall be reduced by the ratio that the portion so taken bears to the rentable square footage of the Leased Premises before such taking, effective as of the date when title vest in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. The County shall have no claim against the Landlord (or otherwise) as a result of such taking, and the County agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that the County may, to the extent allowed by law, make claim for compensable relocation expenses and for the taking of any of the County's property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of the Landlord at the termination of this Lease, as long as such claim is separate and distinct from any claim of the Landlord and does not diminish the Landlord's award.

20. DAMAGE TO PREMISES: If the Premises shall be damaged by fire or other Casualty, not due to the County's negligence, but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the base and additional rents shall not be abated. If by reason of any such occurrence, the Leased Premises shall be rendered untenable only



in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the base and additional rents meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired and the base and additional rent meanwhile shall be abated in whole, provided however, that Landlord and the County shall each have the right, to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to terminate this Lease, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the rent to be adjusted as of such date. If fifty 50% or more of the Building is destroyed, the Lease can be terminated by the Landlord or the County.

21. SUBORDINATION: The County agrees that this Lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacement and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize this Lease and the rights of the County hereunder. In the event of any mortgagee or trustee electing to have the lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgagee or trustee notifying the County to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether or not this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease or otherwise, the County shall, without charge, attorn to such successor-in-interest upon written request from Landlord, using the Subordination, Attornment, and Non-Disturbance form attached as Exhibit F.

22. ESTOPPEL CERTIFICATES: The County agrees, upon not less than twenty (20) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord in writing the completed and signed Estoppel Certificate as contained in Lease Exhibit "G" Estoppel Certificate (Form).

23. SURRENDER AND HOLDING OVER: The County, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender the Leased Premises to the Landlord in broom clean condition and in good repair. In the event that the County shall hold over after the expiration of this Lease, and any renewals thereof without the consent of Landlord, the tenancy created by such holding over shall be month-to-month tenancy only, but in all other respects shall be governed by the terms of this Lease, provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such holdover. If the County shall hold over after the expiration of this Lease, and any renewals thereof, it shall, in the absence of any agreement to the contrary, be month-to-month tenancy with base rent payable at a rate of one and one-half times the monthly amount in effect during the last month of the expiring Lease term, plus additional rent due under this Lease.

24. LANDLORD NOT A PARTNER: It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of the County in the conduct of the County's business; it being expressly understood that the relationship between the Parties hereto is and shall remain at all times that of landlord and tenant.

25. FIRE EXTINGUISHERS: The County shall be obligated to supply and maintain at its own cost and expense any fire extinguishers or other fire prevention equipment required by law, rules, orders, ordinances, regulations and/or recommendations of the City, County, State, Rating Bureau or Underwriters Association having jurisdiction over the Premises.

26. LANDLORD'S TITLE AND COVENANT OF QUIET ENJOYMENT: Landlord covenants that it has full right and power to execute and perform this Lease, and that it will put the County into complete and exclusive possession of the Premises. Landlord further covenants that so long as the County is not in default under the Terms of this Lease, the County shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this Lease, and any extension or renewals hereof.

27. FORCE MAJEURE: Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or negligence of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service through Act of God or other cause beyond the control of either party.

28. GENERAL PROVISIONS:

28.A. Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing duly executed by the Parties.

28.B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

28.C. Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

28.D. Accord and Satisfaction: No payment shall be deemed an accord and satisfaction.

28.E. Assignment by Landlord: Landlord may assign its rights with written notice and consent of the County. Landlord may also delegate its obligations under this Lease to a bona fide third-party purchaser for value with written notice and consent of the County and Landlord shall have no further obligations under this Lease after County has notice of the delegation except for those obligations that accrued prior to the delegation.



28.F. Invalidity: All Lease provisions shall be enforced to full extent allowed by law. No provision shall be invalid because the provision, if enforced to its fullest, would be invalid. All of the Lease not declared invalid by a court shall remain in force.

28.G. Captions: Unless used otherwise, captions and numbers do not affect the Lease.

28.H. Recordation: The Parties agree that this Lease may be recorded by the County.

28 .I. No Option: The submission of this document is not an offer, option or reservation to purchase the Property or the Leased Premises.

29. NON-DISCRIMINATION: The Landlord agrees to comply with the non-discrimination policies as required by Sections 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules, and regulations regarding discrimination. By signing this Lease, the Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

30. ETHICS REQUIREMENT. The Landlord understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004) as amended, that is unlawful for any person or entity transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment.

31. NON-APPROPRIATION: If the County fails to appropriate, on or before the County's other obligations under this Lease for the County's next fiscal year (i.e., the period commencing on the next July 1<sup>st</sup> and ending the following June 30<sup>th</sup>), the County will promptly notify Landlord of such fact, and this Lease will automatically terminate at 11:59 p.m. on June 30<sup>th</sup> of the then current fiscal year. The County shall give Landlord a minimum of thirty (30) days notice of the lack of appropriation. If this Lease is terminated pursuant to this Paragraph, the County shall not make or be entitled to any claim for

reimbursement of any kind, whether for improvements or prepaid items. Termination under this Paragraph does not constitute an event of default by the County.

32. WAIVER OF JURY TRIAL AND TRIAL JURISDICTION: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of any monies due hereunder, each of the parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in a Court of competent jurisdiction in Montgomery County, Maryland.

33. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by (a) hand delivery, (b) certified or registered mail with pre-paid return receipt, or (c) reputable over-night delivery service. Notice deemed given upon the earlier of (a) five (5) days after Mailing, (b) upon receipt, or (c) refusal to accept. Notices to the respective parties shall be addressed as follows.

To Landlord:

F.D.R. Sroul Partnership  
14672 – 0 Southlawn Lane  
Rockville, Maryland 20850  
(301) 294-8773

To the County:

MONTGOMERY COUNTY, MARYLAND  
Division of Public Works and Transportation  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850  
Tel: (240) 777-7252  
Fax: (240) 777-7259

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

34. ENVIRONMENTAL:

34.A. Definition: "Hazardous Materials or Emanations" include but are not limited to any pollutant, contaminant, toxic or hazardous waste, dangerous material, potentially dangerous material, noxious material, toxic material, flammable, explosive or radioactive material, including but not limited to biological or medical waste, mercury, lead, urea formaldehyde, asbestos, PCB's, X-rays, micro-waves, electromagnetic field or any other material or emanation, whose use or mere ownership is restricted, prohibited, regulated, or penalized by any and all federal, state, county, district, commission or municipal statute, laws, or regulations now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. 33 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. 33 1801 *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. 33 1251 *et seq.*), the Clean Air Act (42 U. S. C. 33 7401 *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. 33 2601 *et seq.*), and the Occupational Safety and Health Act (29 U. S. C. 33 651 *et seq.*), as these laws have been amended or supplemented.

34.B. Corrective Action: If any violation of this section occurs, the County shall promptly (a) notify Landlord by telephone and in writing and (b) remove, clean-up, dispose of, remedy, or stop any Hazardous Materials or Emanations.

34.C. Environmental Monitoring: At Landlord's request, the County shall diligently complete any questionnaires and fully cooperate with any inspections or testing, including but not limited to, removal of samples. All questionnaires, testing, and samples shall relate to the use or presence



of Hazardous Materials or Emanations. If requested, the County shall provide Landlord with copies of the County's Material Safety Data Sheets applicable to the Premises.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be properly executed.

Witness to Landlord:

Barbara Santos

Barbara Santos

Barbara Santos

Barbara Santos

Barbara Santos

Barbara Santos

Landlord:

By: Farid Srour  
F.D.R. Srour Partnership

Date signed: 10/15/07

By: Farid Srour  
Farid Srour

Date signed: 10/15/07

By: Margaret Leila Srour  
Margaret Leila Srour, a/k/a Margaret Leila Watt

Date signed: 10/15/07

By: James W. Srour  
James W. Srour

Date signed: 10/15/07

By: David G. Srour  
David G. Srour

Date signed: 10/15/07

By: Robert E. Srour  
Robert E. Srour

Date signed: 10/15/07

Tenant: MONTGOMERY COUNTY, MARYLAND

By: Diane R. Schwartz Jones  
Diane R. Schwartz Jones  
Assistant Chief Administrative Officer

Date signed: 10/26/07

APPROVED AS TO FORM AND LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Sileen O. Bassman  
Date signed: 10/12/2007

RECOMMENDED:

By: Cynthia L. Brenneman  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date signed: 10/9/07

EXHIBIT "A"

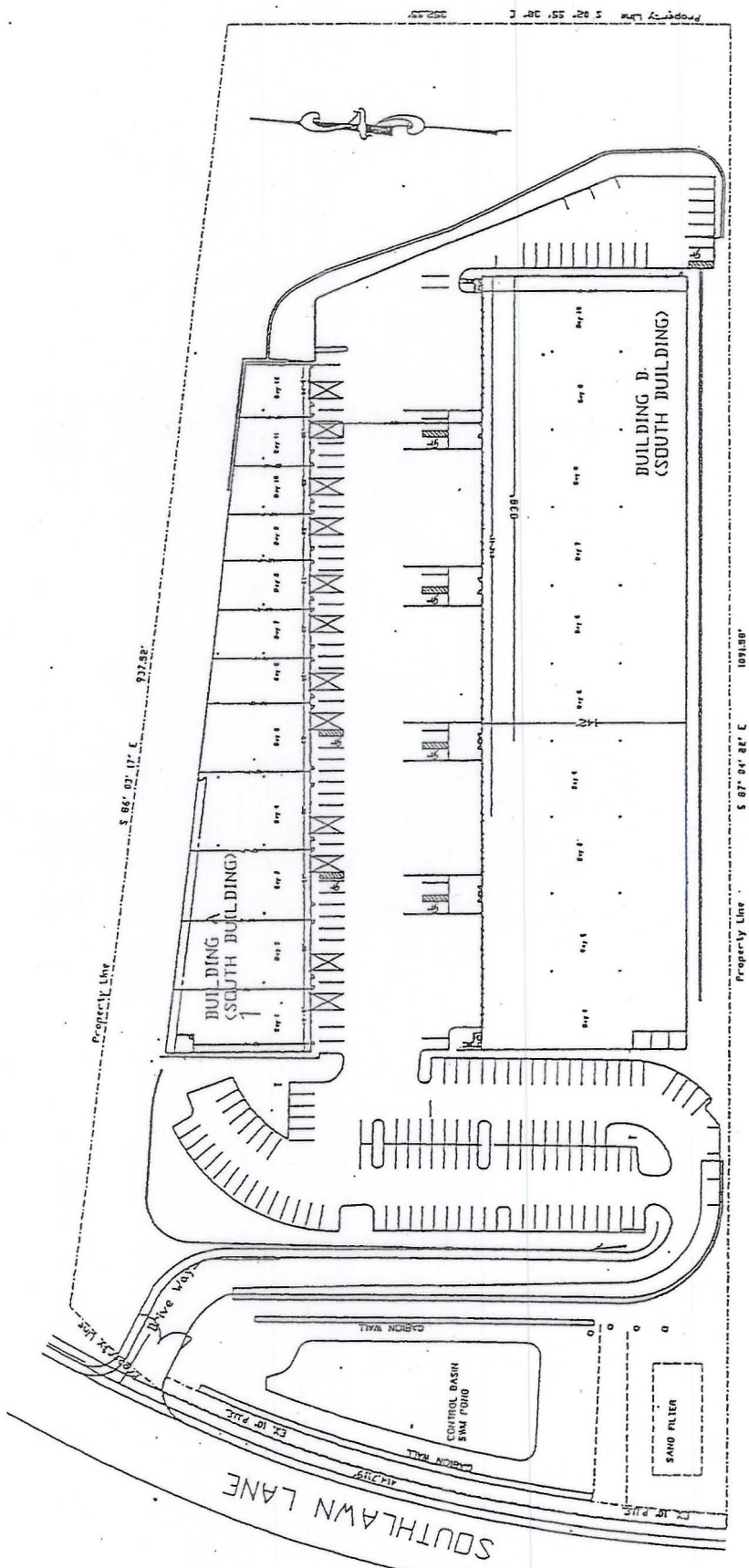
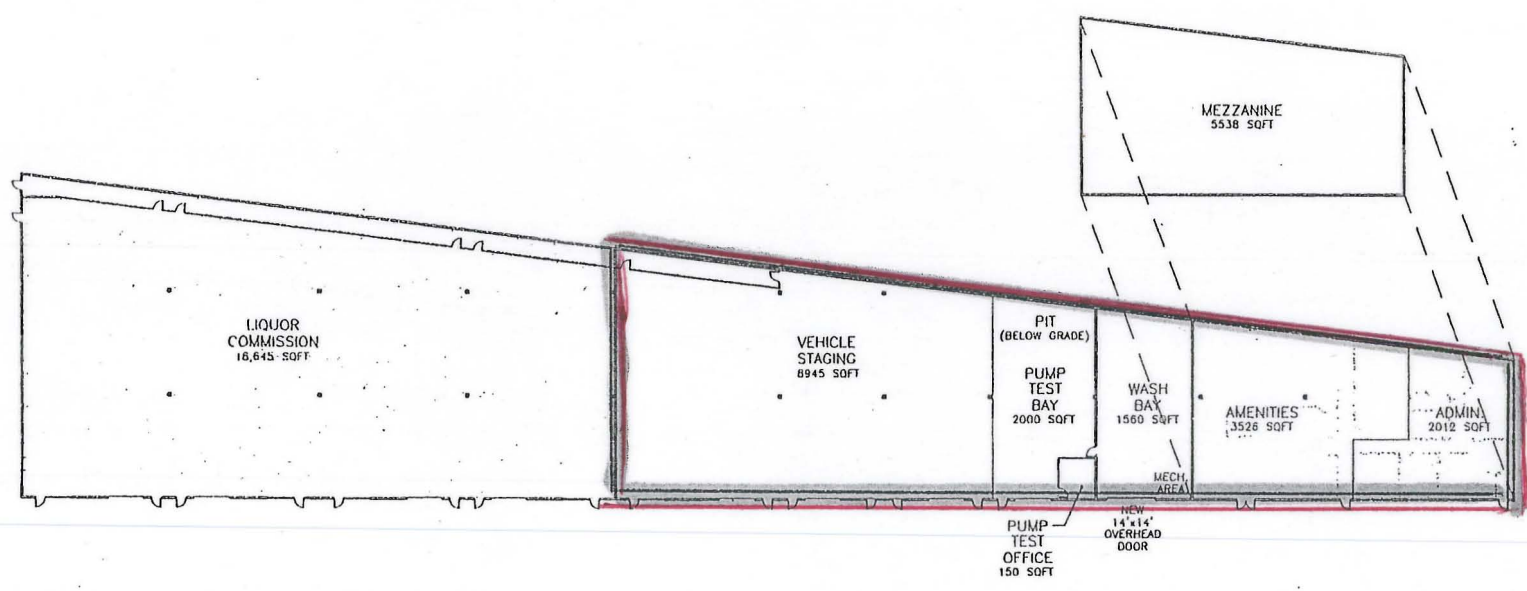
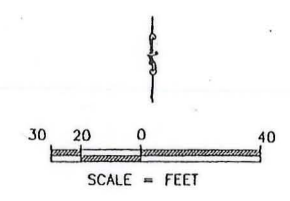




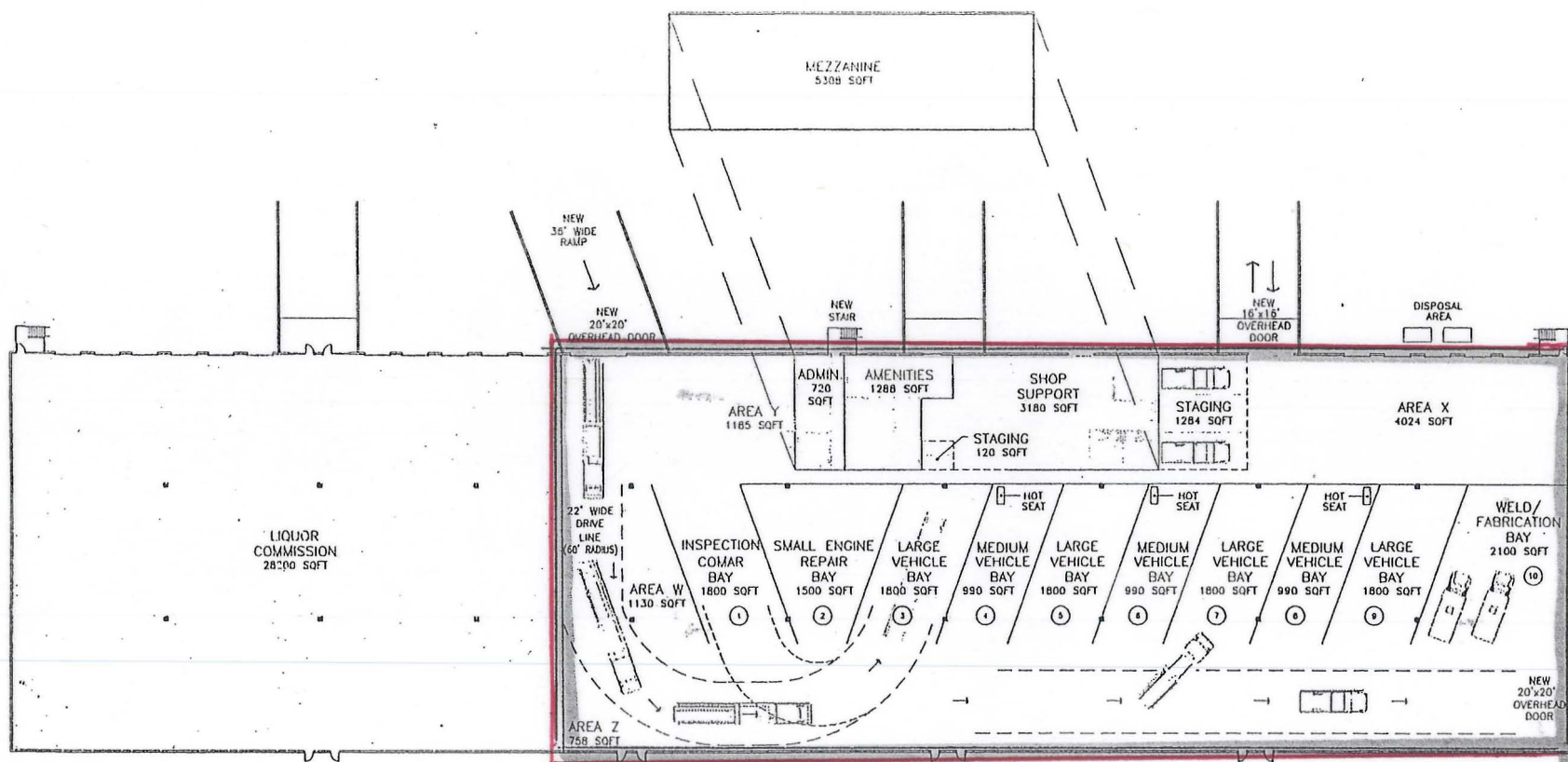
EXHIBIT "B"  
FLOOR PLANS MCFRS



PROPOSED FLOOR PLAN - BUILDING A



PROJECT LOCATION: <b>MONTGOMERY COUNTY</b> MARYLAND		PROJECT NAME: Granite Heights Industrial Park Fire & Rescue Service - Program Plan	
PROJECT NO.	CADD:	C. ADAMS	DATE: AUGUST, 2007
			3



PROPOSED FLOOR PLAN - BUILDING B

## AREA W OPTIONS:

- COMAR QUEUE
- DEADLINE
- GROUND LADDER TESTING
- UPFIT/DECOMMISSION

## AREA X OPTIONS:

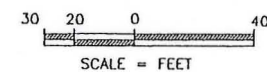
- GROUND LADDER TESTING
- RESERVE FLEET STAGING
- SCBA
- UPFIT/DECOMMISSION

## AREA Y OPTIONS:

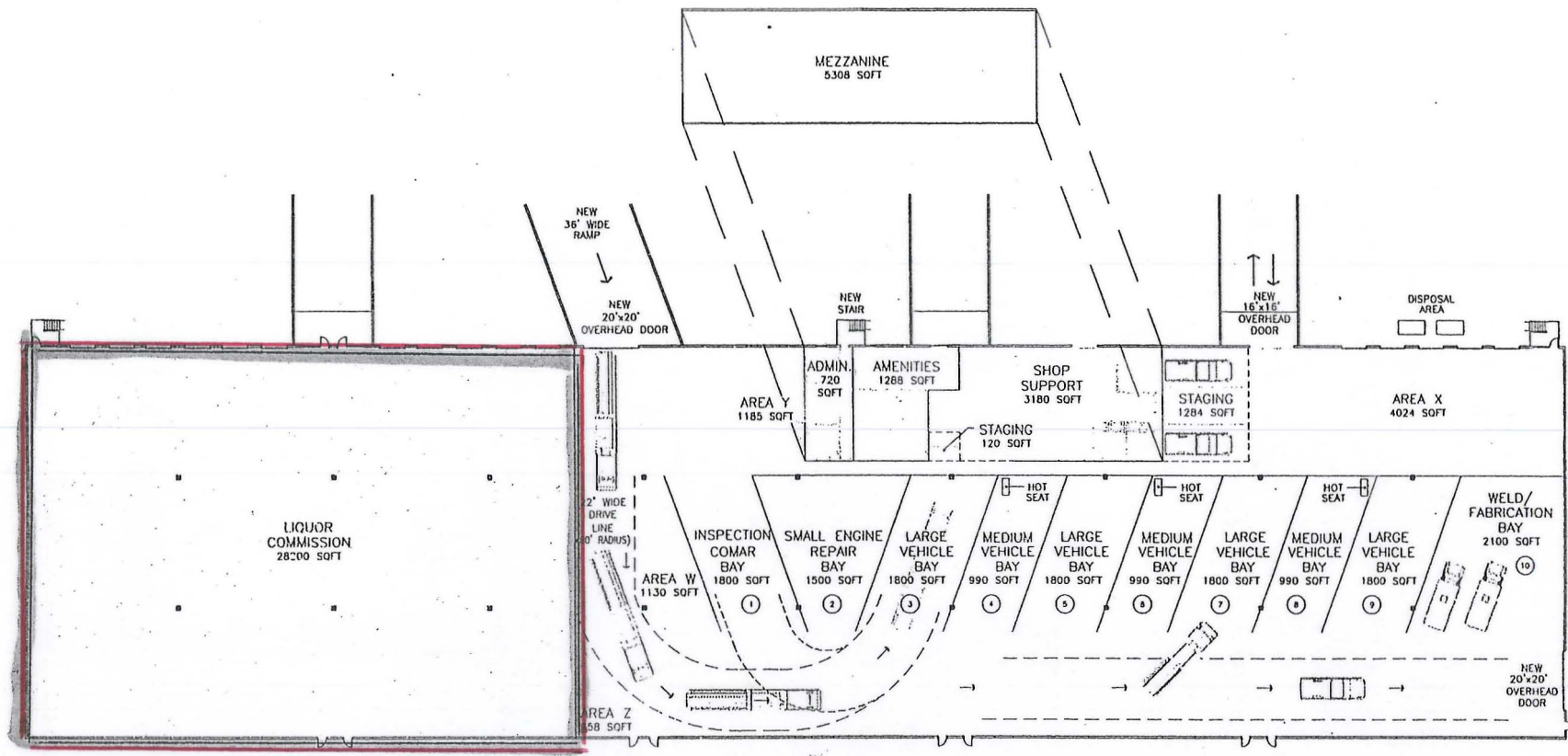
- COMAR QUEUE
- DEADLINE
- GROUND LADDER TESTING
- RESERVE FLEET STAGING
- SCBA

## AREA Z OPTIONS:

- AIR COMPRESSION ROOM
- DEADLINE
- EMERGENCY GENERATOR
- FOAM DISPENSING STATION



PROJECT LOCATION: <b>MONTGOMERY COUNTY</b> MARYLAND		PROJECT NAME: Granite Heights Industrial Park Fire & Rescue Service - Program Plan	
PROJECT NO.:	CADD:	C. ADAMS	DATE: AUGUST, 2007
			6



PROPOSED FLOOR PLAN - BUILDING B

AREA W OPTIONS:

- COMAR QUEUE
- DEADLINE
- GROUND LADDER TESTING
- UPFIT/DECOMMISSION

AREA X OPTIONS:

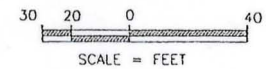
- GROUND LADDER TESTING
- RESERVE FLEET STAGING
- SCBA
- UPFIT/DECOMMISSION

AREA Y OPTIONS:

- COMAR QUEUE
- DEADLINE
- GROUND LADDER TESTING
- RESERVE FLEET STAGING
- SCBA

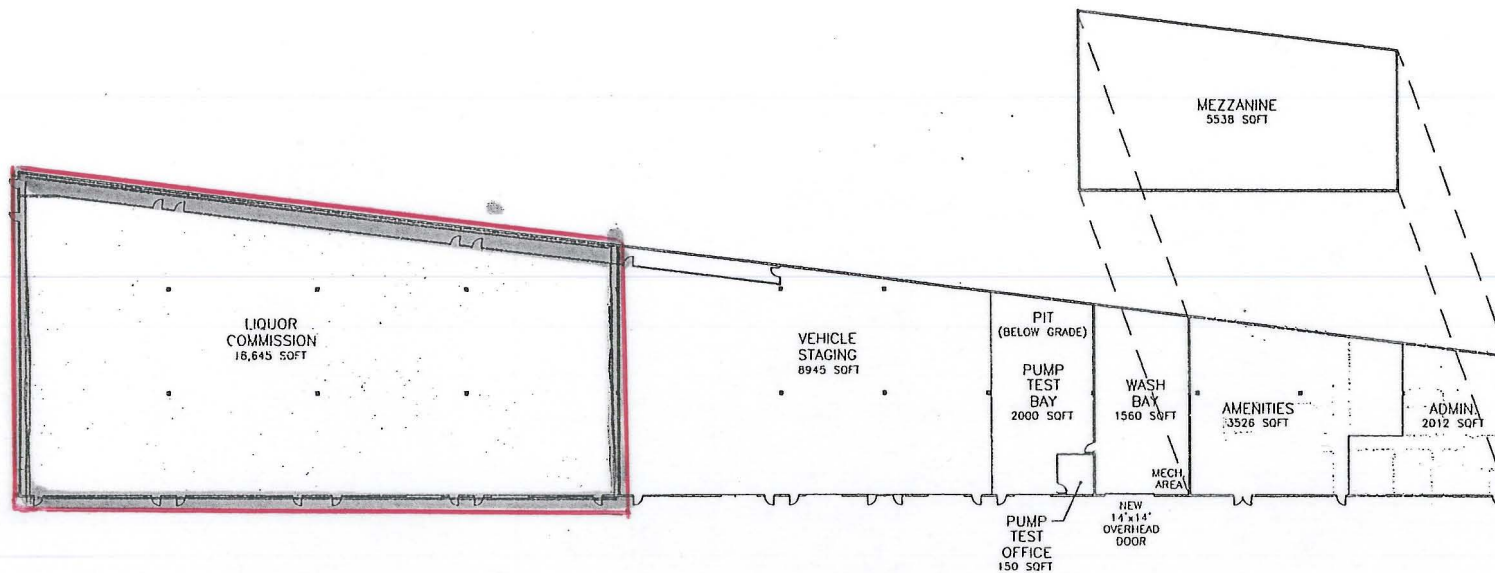
AREA Z OPTIONS:

- AIR COMPRESSION ROOM
- DEADLINE
- EMERGENCY GENERATOR
- FOAM DISPENSING STATION

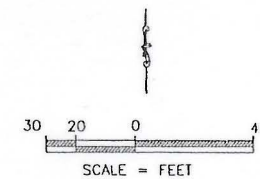


PROJECT LOCATION: <b>MONTGOMERY COUNTY</b> MARYLAND		PROJECT NAME: Granite Heights Industrial Park Fire & Rescue Service - Program Plan	
PROJECT NO.	CADD	DATE:	AUGUST, 2007
			6





PROPOSED FLOOR PLAN - BUILDING A



PROJECT LOCATION: <b>MONTGOMERY COUNTY</b> MARYLAND		PROJECT NAME: Granite Heights Industrial Park Fire & Rescue Service - Program Plan	
PROJECT NO.:	CADD:	G. ADAMS	DATE: AUGUST, 2007
			3

## **EXHIBIT "D"**

### **DESIGN SCHEDULE AND CONSTRUCTION MANAGEMENT AGREEMENT FOR TENANT IMPROVEMENTS**

#### **DESIGN SCHEDULE**

1. Landlord, at County's request and expense, has previously retained SAA Architects to prepare its permit and construction drawings (the "Construction Documents" or "Architectural Plans") for the Tenant Improvements to the Leased Premises to be made at County's expense.
2. County shall have ten (10) business days to accept or reject the Construction Documents after receipt from Landlord. County shall notify Landlord if the Construction Documents are accepted or rejected by County. In the event the Construction Documents are rejected, the Landlord will take steps to correct the same and resubmit to County for approval.
3. Within ten (10) business days following the later of: (i) the execution of this Lease; or (ii) Landlord's receipt of the Construction Documents in acceptable form to Landlord and the County, Landlord shall have ten (10) business days to submit the Construction Documents to its general contractor, Nardi Construction to obtain a cost of work as to all material portions of the construction work.
4. Upon receipt, Landlord shall promptly provide the County with a copy of the cost of work submitted to the Landlord. Landlord shall have ten (10) business days to review and qualify the cost of work, and to submit to the County for its approval of the final cost of work, which shall include the design fees, permit fees, WSSC fees, construction costs, the general contractor's fee and all other costs and fees incurred to complete the Tenant Improvements (the "Final Cost of Work"). Thereafter, the County shall have ten (10) business days to approve or disapprove the Final Cost of Work.
5. In the event that the Final Cost of Work exceeds a maximum cost of Eight Hundred Fifteen Thousand Four Hundred Dollars ( \$815,400.00) as detailed in the estimate attached hereto, the Landlord and County, within ten (10) business days shall negotiate, value engineer and alter the work scope to limit the expense for execution of the work to stay within the County's available funds. After negotiations, the County shall have ten (10) business days to approve or disapprove the Final Cost of Work.

#### **CONSTRUCTION MANAGEMENT**

1. The County will have access to the space while the Landlord is completing the Tenant Improvements. The Tenant Improvements shall be deemed complete upon receipt of final release of liens certificate from Nardi Construction.



2. At the County's expense, Landlord has engaged a general contractor to manage the design and construction of the Tenant Improvements. The Landlord's and general contractor's charges for construction management and coordination fees associated with the Tenant Improvements shall be included in the Final Cost of Work. The County may inspect the work to assure that it has been completed in a workmanlike manner and in accordance with the Construction Documents. The County shall be solely responsible for the amount of the Final Cost of Work and any excess. Unless otherwise agreed to by the Landlord and the County, invoices (together with appropriate supporting documentation) will be submitted monthly and shall be paid by County within fifteen (15) business days of receipt. The invoice amount will be for the work completed and stored as of the invoice date less five percent (5%) retainage. The final invoice shall be submitted upon completion of the work, which is defined as the date upon which: (i) the improvements to be constructed are substantially completed, notwithstanding that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non-completion of which would not materially affect County's use or the appearance of the Leased Premises; (ii) final inspections have been successfully completed for all work requiring final inspections under the required permits; and (iii) Landlord delivers possession of the Leased Premises to the County. Upon taking possession of the Leased Premises, the County shall thereby accept the condition of the Leased Premises, subject to punch list items.

3. Landlord and County shall use commercially reasonable efforts to complete any punch list items on the list of items submitted by County to Landlord, within thirty (30) days following the completion date or such additional period as may be reasonably required. The term "Punch List Items" shall mean details of construction, decoration and mechanical adjustment which, in the aggregate, are minor in character and do not materially interfere with County's use or enjoyment of the Leased Premises.

4. Landlord shall transfer all assignable warranties for the Tenant Improvements to County.

5. Notwithstanding anything to the contrary stated herein or in the Lease, in the event that the County terminates the Lease or the agreement for Landlord to construct the Tenant Improvements for any reason, other than Landlord's default, the County shall immediately upon termination pay the Landlord all unpaid amounts incurred to the date of termination, which are part of the Final Cost of Work, and all other reasonable costs and expenses incurred by the Landlord in connection with the Lease and the Leased Premises.



## Tenant Improvement Cost Estimates

ITEM	Unit Cost	Cost Basis	Quantity	Sub Total	Extended Cost	Timing
Emergency Lighting	\$3,000.00	Area	1.00	\$3,000.00	\$3,000.00	Immediate
Overhead Door 14'w x 16'h						
Door	\$4,600.00	Each	4.00	\$18,400.00		
Motor	\$1,800.00	Each	4.00	\$7,200.00	\$25,600.00	Immediate
Warehouse Lighting (\$6 SF)/\$500 per	\$500.00	Each	70.00	\$35,000.00	\$35,000.00	Immediate
Fencing - 12' height						
Fence	\$25.00	LF	120.00	\$3,000.00		
Gate & Motor	\$1,500.00	Each	1.00	\$1,500.00	\$4,500.00	Immediate
Electrical						
Heavy Up Bldg. A	\$60,000.00	Area	1.00	\$60,000.00		
Heavy Up Bldg. B	\$110,000.00	Area	1.00	\$110,000.00	\$170,000.00	Immediate
General Office Construction						
(incl. elec., plumb., hvac)	\$50.00	SF	3,500.00	\$175,000.00	\$175,000.00	Immediate
Warehouse Exhaust	\$155,000.00	Area	1.00	\$155,000.00	\$155,000.00	Immediate
Parting Walls	\$145.00	LF	300.00	\$43,500.00	\$43,500.00	Immediate
Interior Masonry Room						
Footings	\$35.00	SF	40.00	\$1,400.00		
Walls	\$10.00	SF	100.00	\$1,000.00		
Roof	\$14.00	SF	100.00	\$1,400.00	\$3,800.00	Immediate
Ramp Modifications	\$125,000.00	Est	1.00	\$125,000.00	\$125,000.00	Immediate
Design Services	\$50,000.00	Est	1.00	\$50,000.00	\$50,000.00	Immediate
Permits	\$25,000.00	Est	1.00	\$25,000.00	\$25,000.00	Immediate
				<b>Total</b>	\$815,400.00	Immediate

**EXHIBIT "E"**  
**Approved Architectural Plans**  
**Plan and Drawing Index Requirements**  
**(Plans to be attached)**

**PLAN REQUIREMENTS**

- Project name.
- Project Location.
- Architectural and MEP engineering firm certifications.
- Design Building Data including all Life safety, NFPA, B.O.C.A., International Mechanical, NEC and ADA code analysis.
- Use Group and occupancy analysis.
- Type of Construction.
- Construction floor area.
- Zoning data.
- Fire resistance rating of structural elements.

**DRAWING INDEX REQUIREMENTS**

**ARCHITECTURAL** sheets to include;

- Cover Sheet
- Life safety Plan
- Architectural Specifications
- Demolition Plans
- New Work Plans
- Finish Schedule
- Door Schedule
- Interior Elevations
- Interior Details
- Reflected Ceiling Plan
- Equipment Plan

**PLUMBING** sheets to include;

- Plumbing data sheet
- Plumbing plan

**MECHANICAL** sheets to include;

- Mechanical data sheet
- Mechanical base plan

**ELECTRICAL** sheets to include;

- Electrical data sheet
- Power plan
- Lighting plan



## EXHIBIT "F"

### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 among \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Lender"), \_\_\_\_\_ ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), (the Lender, the Landlord, and the Tenant together the "Parties").

### RECITALS

A. Landlord and Tenant have entered into a certain lease agreement dated \_\_\_\_\_, 2007 [and amended \_\_\_\_\_, 20\_\_] (the "Lease") for the premises consisting of \_\_\_\_\_ square feet, more or less (the "Leased Premises"). The Leased Premises are part of the property located in Montgomery County, Maryland known as Parcel \_\_\_ on Tax Map \_\_\_\_\_, commonly known as [street address], and more particularly described on **EXHIBIT A**, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount of \_\_\_\_\_ AND 00/100s DOLLARS (\$\_\_\_\_\_) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement, and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option,



demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE COUNTY FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OF THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.



4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to:

If to the Landlord, to:

If to the County, to:

Montgomery County Government  
Department of Public Works & Transportation  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, MD 20850

Attn: Director, Office of Real Estate

with a copy that does  
not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, MD 20850

Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the business day of hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER

Notary jurat for Lender



LANDLORD

By: \_\_\_\_\_

General Partner; Managing Member or  
Authorized Person for the President

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the ..... day of ..... , 20 ..... , before me, a notary public in and for the State of Maryland, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of the \_\_\_\_\_, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires On:

\_\_\_\_\_

TENANT

Montgomery County, Maryland  
a body corporate and politic and a  
political subdivision of the State of  
Maryland

By: \_\_\_\_\_  
Assistant Chief Administrative Officer

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this the ..... day of ..... , 20\_\_ , before me the undersigned officer, personally  
appeared \_\_\_\_\_, known to me to be an Assistant Chief Administrative  
Officer for Montgomery County, Maryland, and that he, as such Assistant Chief  
Administrative Officer, being authorized to do so, executed the foregoing Agreement by  
signing the name of Montgomery County, Maryland by himself as Assistant Chief  
Administrative Officer.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires On:  
\_\_\_\_\_

## EXHIBIT "G"

### TENANT ESTOPPEL CERTIFICATE

To: , its successors and/or assigns ("Lender")  
 , its successors and/or assigns ("Purchaser")

Re: Property Address: ("Property")

Lease Date:

Between ("Landlord") and

Montgomery County, Maryland, through the Board of Liquor Control ("County")

Square Footage Leased:

Suite No./Floor: ("Premises")

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced lease ("Lease"). The County hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term commenced on \_\_\_\_\_, and terminates on \_\_\_\_\_. The Lease provides for \_\_\_\_\_ renewal/extension option(s) of \_\_\_\_\_ (months/years) each. The County has exercised \_\_\_\_\_ renewal/extension options on the date that this Certificate is issued by the County.
- (3) The amount of fixed monthly rent is \$ \_\_\_\_\_; the monthly common area or other charges are \$ \_\_\_\_\_. The base year for operating expenses and real estate taxes, as defined in the Lease, is calendar year 200\_. Except the first installment of rent, no rent has been paid more than one (1) month in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease. The County has paid rent for the Premises through \_\_\_\_\_, 200\_.
- (5) The County currently occupies the Premises.
- (6) All work to be completed by Landlord for the County prior to occupancy has been performed as required and has been accepted by the County; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord up to the date of issuance of this Certificate have been credited or paid to the County.
- (7) As of the date that this Certificate is issued by the County, the County has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by the County, the County has no knowledge of any



offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.

- (8) The County is not in default under the Lease.
- (9) The County has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (10) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street  
10th Floor  
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3rd Floor  
Rockville, MD 20850

- (11) The undersigned is duly authorized to execute this Certificate.

COUNTY:  
**Montgomery County, Maryland**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_